



**US Army Corps  
of Engineers®**  
Seattle District

## **WORK BARGE DRYDOCKING & REPAIR**

**Delivery Location: SEATTLE, WASHINGTON**

**Supply and Service  
Contract**

**Closing Date: 23 JAN 2003**  
**Closing Time: 10:00AM LOCAL**

**REMARKS:** Quotes may be faxed to (206) 764-6817, Attention: Jackie Johnson, e-mailed to [Jacqueline.w.Johnson@usace.army.mil](mailto:Jacqueline.w.Johnson@usace.army.mil) phone: (206) 764-6693 or mailed to US Army, Corp of Engineers, Seattle District, Attn: Jackie Johnson, P.O. Box 3755, Seattle, WA 98124-3755.



## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	WORK BARGE DRYDOCKING AND REPAIR FFP PROVIDE ALL LABOR AND MATERIAL TO REPAIR BC#18279 IN ACCORDANCE WITH SCOPE OF WORK INCORPORATED HEREIN. WASHINGTON WAGE DETERMINATION NO. 94-2563 REV 22 05/28/2002 APPLIES. PURCHASE REQUEST NUMBER: W68MD9-2325-2440	1	Lump Sum		

---

 NET AMT

FOB: Port of Loading

NOTES

Request for a copy of Request for Quote can be made by fax at: 206/764-6817, Attn: Jackie Johnson.

**SMALL BUSINESS SET ASIDE LARGE BUSINESS WILL NOT BE CONSIDERED****NOTES:**

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.

2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: WORK BARGE DRYDOCKING & REPAIR  
REQUEST FOR QUOTATION NO. DACW67-03-Q-0033

**CLOSING DATE AND TIME: 23 JAN 2003 10 A.M. LOCAL**

AMENDMENTS NUMBERED \_\_\_\_\_ WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. FAXED QUOTES SHALL BE ACCEPTED BEFORE CLOSING AT FAX: (206)764-6817. ATTN: JACKIE JOHNSON. MAILED QUOTES SHALL BE ACCEPTED BEFORE CLOSING @ US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, PO BOX 3755 SEATTLE, WA 98124. PHYSICAL: 4735 E MARGINAL WAY S., SEATTLE, WA 98134-2385. PLEASE REFERENCE BY RFQ NO. DACW67-03-Q-0033.

4. CONTRACTORS OUTSIDE EDI SHALL BE ALLOWED TO QUOTE. CONTRACTORS ARE REQUIRED TO QUOTE ON ALL LINE ITEM(S).

5. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

6. AWARD SHALL BE MADE TO RESPONSIVE, RESPONSIBLE OFFEROR WITH THE LOWEST TOTAL PRICE.

CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: \_\_\_\_\_

DUN AND BRADSTREET NUMBER: \_\_\_\_\_  
CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES \_\_\_\_\_ NO \_\_\_\_\_

CCR NO. \_\_\_\_\_

**PROSPECTIVE OFFERORS:** THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://ccr/edi/.disa.mil/>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

#### SCOPE OF WORK

#### SCOPE OF WORK

Work Barge BC#18279 Dry-docking & Repair

#### **BARGE INFORMATION**

The approximate size of the barge is 35ft wide X 120ft long, steel flat top with raised bow-ends. Location and address of the barge for pick up is 3015 NW 54<sup>th</sup> Street, Seattle, WA 98187. The barge has compartments with hatches. Water buildup has occurred and required these compartments pumped out and any debris inside cleaned out. Pick up and delivery of the barge will be the responsibility of the contractor.

#### **UNDERWATER HULL**

- ? Furnish labor and material to dry-dock the barge for repairs and painting in- accordance with and direction of vendor's Port Engineer.

- ? Use a fresh water high-pressure wash of approximately 3,000 psi to remove marine algae and slime from keel to waterline.
- ? Remove all coatings from the existing water line to keel using commercial sandblasting and remove all blast dust and other contaminants.
- ? Furnish labor and material to remove 12 raised flat oval deck hatches and replace with new flush mounted manhole covers. Prepare, prime and paint new and disturbed surfaces.
- ? Remove broken deck cleat.
- ? Remove and scrap the foredeck winch and foundation from its doubler plate.
- ? Install a 1 square foot doubler plate over the gash in the port forward deck by winch.
- ? Furnish labor and material to renew 6 each 6" x 12" x 10" port and starboard push knee timbers in kind with new treated timbers using galvanized fasteners in kind.
- ? Apply two coats marine anti-fowl paint from keel to waterline.

## DECK

---

- ? Use fresh water high-pressure wash of approximately 3,000 psi to remove contaminants from hull water line to deck and deck.
- ? Spot sweep and spot blast from waterline to deck and main deck using commercial sandblast spsc-6 or 7 to all areas of rust.
- ? Apply two full coats of International 262 AC 8-10 mdft to hull from keel to waterline.
- ? Apply two full coats of International 262 AC from waterline to deck and deck and broadcast sand in the 2<sup>nd</sup> coat to the deck.
- ? Top coat deck surface with one finish coat of acrylic epoxy.
- ? Repaint all cleats and manhole covers using an International yellow.
- ? Repaint all stanchions across bow, stern and sides black.
- ? Repaint all draft marks in white on 4 corners using 4" numbers.
- ? Repaint US Army Corps of Engineers in white and centered on both sides and ends at top using 4" letters.
- ? Repaint NWS-1-12-1 in white on port and starboard bow at top using 7" letters.

A Corp of Engineer representative, Mr. Joseph Gustafson will be the point of contact for this barge repair project.

Date of completion: March 15, 2003

CLAUSES INCORPORATED BY FULL TEXT

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336611**.

(2) The small business size standard is **1,000** employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I of 52.219-23.

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☐ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X   (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

       (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

  X   (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

       (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

  X   (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_\_ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

  X   252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

  X   252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_\_\_\_ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

\_\_\_\_ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

\_\_\_\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (\_\_\_\_ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X   252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

  X   252.247-7023 Transportation of Supplies by Sea (MAY 2002) (       Alternate I) (MAR 2000)  
(       Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

       252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
----------	---	----------

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-----

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

-----  
-----  
-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

-----  
-----  
-----

Country of Origin

-----  
-----  
-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at

<http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of Provision)

#### SERVICE WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2563 REV (22) AREA: WA,SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (22) AREA: WA,SEATTLE  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 | WASHINGTON D.C. 20210

William W. Gross Division of | Wage Determination No.: 1994-2563  
 Director Wage Determinations | Revision No.: 22  
 | Date Of Last Revision: 10/09/2002

State: Washington Area: Washington Counties of King, Snohomish, Whatcom

**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.81
Accounting Clerk II	12.13
Accounting Clerk III	14.11
Accounting Clerk IV	16.28
Court Reporter	14.40
Dispatcher, Motor Vehicle	14.40
Document Preparation Clerk	12.37
Duplicating Machine Operator	12.37
Film/Tape Librarian	13.09
General Clerk I	8.76
General Clerk II	9.71
General Clerk III	13.68
General Clerk IV	15.04
Housing Referral Assistant	16.86
Key Entry Operator I	10.40
Key Entry Operator II	12.69
Messenger (Courier)	9.84
Order Clerk I	11.11
Order Clerk II	14.69
Personnel Assistant (Employment) I	11.55
Personnel Assistant (Employment) II	12.96
Personnel Assistant (Employment) III	14.42
Personnel Assistant (Employment) IV	16.80
Production Control Clerk	17.59
Rental Clerk	12.12
Scheduler, Maintenance	13.94
Secretary I	13.66
Secretary II	13.84
Secretary III	15.39
Secretary IV	19.75
Secretary V	24.91
Service Order Dispatcher	13.05
Stenographer I	12.96
Stenographer II	14.79
Supply Technician	19.90
Survey Worker (Interviewer)	14.16
Switchboard Operator-Receptionist	10.94
Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	11.10
Travel Clerk II	11.95
Travel Clerk III	12.62
Word Processor I	12.37
Word Processor II	14.79
Word Processor III	18.65
Automatic Data Processing Occupations	
Computer Data Librarian	12.65

Computer Operator I	13.61
Computer Operator II	14.63
Computer Operator III	17.60
Computer Operator IV	19.89
Computer Operator V	22.02
Computer Programmer I (1)	14.08
Computer Programmer II (1)	18.02
Computer Programmer III (1)	24.05
Computer Programmer IV (1)	25.04
Computer Systems Analyst I (1)	23.36
Computer Systems Analyst II (1)	26.42
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.70
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.30
Automotive Glass Installer	19.94
Automotive Worker	19.94
Electrician, Automotive	20.60
Mobile Equipment Servicicer	18.61
Motor Equipment Metal Mechanic	21.30
Motor Equipment Metal Worker	19.94
Motor Vehicle Mechanic	21.24
Motor Vehicle Mechanic Helper	17.93
Motor Vehicle Upholstery Worker	19.28
Motor Vehicle Wrecker	19.94
Painter, Automotive	20.60
Radiator Repair Specialist	19.94
Tire Repairer	16.61
Transmission Repair Specialist	21.30
Food Preparation and Service Occupations	
Baker	12.65
Cook I	11.03
Cook II	11.82
Dishwasher	9.55
Food Service Worker	9.38
Meat Cutter	14.95
Waiter/Waitress	11.91
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	21.06
Furniture Handler	16.94
Furniture Refinisher	21.06
Furniture Refinisher Helper	18.25
Furniture Repairer, Minor	19.54
Upholsterer	21.06
General Services and Support Occupations	
Cleaner, Vehicles	10.33
Elevator Operator	10.38
Gardener	12.10
House Keeping Aid I	8.97
House Keeping Aid II	10.12
Janitor	10.38
Laborer, Grounds Maintenance	11.83
Maid or Houseman	8.97
Pest Controller	13.39
Refuse Collector	10.79
Tractor Operator	12.23
Window Cleaner	10.89
Health Occupations	
Dental Assistant	13.44
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.23
Licensed Practical Nurse I	13.30
Licensed Practical Nurse II	14.93
Licensed Practical Nurse III	16.71
Medical Assistant	11.94
Medical Laboratory Technician	13.13
Medical Record Clerk	12.97
Medical Record Technician	14.57
Nursing Assistant I	7.54
Nursing Assistant II	9.28
Nursing Assistant III	10.62
Nursing Assistant IV	12.55
Pharmacy Technician	13.43
Phlebotomist	10.89
Registered Nurse I	20.30

Registered Nurse II	24.76
Registered Nurse II, Specialist	24.76
Registered Nurse III	29.43
Registered Nurse III, Anesthetist	29.43
Registered Nurse IV	32.95
Information and Arts Occupations	
Audiovisual Librarian	15.88
Exhibits Specialist I	17.94
Exhibits Specialist II	20.46
Exhibits Specialist III	25.16
Illustrator I	17.52
Illustrator II	19.98
Illustrator III	24.58
Librarian	24.06
Library Technician	14.86
Photographer I	14.55
Photographer II	18.36
Photographer III	20.53
Photographer IV	25.25
Photographer V	31.04
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.15
Counter Attendant	8.15
Dry Cleaner	10.35
Finisher, Flatwork, Machine	8.15
Presser, Hand	8.15
Presser, Machine, Drycleaning	8.15
Presser, Machine, Shirts	8.15
Presser, Machine, Wearing Apparel, Laundry	8.15
Sewing Machine Operator	11.09
Tailor	11.83
Washer, Machine	8.88
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	21.09
Tool and Die Maker	23.67
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	18.70
Material Coordinator	18.01
Material Expediter	18.01
Material Handling Laborer	15.16
Order Filler	11.48
Production Line Worker (Food Processing)	15.63
Shipping Packer	14.33
Shipping/Receiving Clerk	14.33
Stock Clerk (Shelf Stocker; Store Worker II)	15.07
Store Worker I	12.36
Tools and Parts Attendant	18.57
Warehouse Specialist	16.71
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.71
Aircraft Mechanic Helper	18.25
Aircraft Quality Control Inspector	27.53
Aircraft Servicer	19.54
Aircraft Worker	20.41
Appliance Mechanic	21.06
Bicycle Repairer	18.25
Cable Splicer	25.98
Carpenter, Maintenance	21.66
Carpet Layer	24.05
Electrician, Maintenance	25.80
Electronics Technician, Maintenance I	21.05
Electronics Technician, Maintenance II	22.59
Electronics Technician, Maintenance III	27.85
Fabric Worker	19.54
Fire Alarm System Mechanic	21.71
Fire Extinguisher Repairer	18.89
Fuel Distribution System Mechanic	21.71
General Maintenance Worker	17.86
Heating, Refrigeration and Air Conditioning Mechanic	22.88
Heavy Equipment Mechanic	21.71
Heavy Equipment Operator	23.43
Instrument Mechanic	21.71
Laborer	11.17

Locksmith	20.96
Machinery Maintenance Mechanic	21.75
Machinist, Maintenance	20.97
Maintenance Trades Helper	17.93
Millwright	24.28
Office Appliance Repairer	21.06
Painter, Aircraft	21.06
Painter, Maintenance	21.06
Pipefitter, Maintenance	25.13
Plumber, Maintenance	23.38
Pneudraulic Systems Mechanic	21.71
Rigger	21.71
Scale Mechanic	20.41
Sheet-Metal Worker, Maintenance	21.71
Small Engine Mechanic	18.55
Telecommunication Mechanic I	21.71
Telecommunication Mechanic II	22.37
Telephone Lineman	21.71
Welder, Combination, Maintenance	21.71
Well Driller	21.71
Woodcraft Worker	21.71
Woodworker	18.89
Miscellaneous Occupations	
Animal Caretaker	10.90
Carnival Equipment Operator	10.66
Carnival Equipment Repairer	11.07
Carnival Worker	9.38
Cashier	10.49
Desk Clerk	10.81
Embalmer	20.16
Lifeguard	9.70
Mortician	19.34
Park Attendant (Aide)	12.18
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.92
Recreation Specialist	14.96
Recycling Worker	12.29
Sales Clerk	12.14
School Crossing Guard (Crosswalk Attendant)	10.16
Sport Official	10.04
Survey Party Chief (Chief of Party)	21.28
Surveying Aide	12.26
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
Swimming Pool Operator	14.18
Vending Machine Attendant	13.52
Vending Machine Repairer	13.64
Vending Machine Repairer Helper	13.52
Personal Needs Occupations	
Child Care Attendant	8.83
Child Care Center Clerk	11.01
Chore Aid	9.06
Homemaker	15.35
Plant and System Operation Occupations	
Boiler Tender	23.01
Sewage Plant Operator	22.35
Stationary Engineer	23.01
Ventilation Equipment Tender	18.25
Water Treatment Plant Operator	23.20
Protective Service Occupations	
Alarm Monitor	15.95
Corrections Officer	18.69
Court Security Officer	23.51
Detention Officer	23.51
Firefighter	23.53
Guard I	8.56
Guard II	15.40
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.39
Hatch Tender	17.39
Line Handler	17.39
Stevedore I	15.28
Stevedore II	16.33
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.03

Air Traffic Control Specialist, Station (2)	20.02
Air Traffic Control Specialist, Terminal (2)	22.05
Archeological Technician I	15.83
Archeological Technician II	17.71
Archeological Technician III	21.93
Cartographic Technician	21.52
Civil Engineering Technician	22.12
Computer Based Training (CBT) Specialist/ Instructor	23.42
Drafter I	13.24
Drafter II	15.55
Drafter III	20.19
Drafter IV	21.93
Engineering Technician I	14.80
Engineering Technician II	16.61
Engineering Technician III	19.95
Engineering Technician IV	24.62
Engineering Technician V	29.65
Engineering Technician VI	35.87
Environmental Technician	19.26
Flight Simulator/Instructor (Pilot)	26.42
Graphic Artist	23.71
Instructor	19.36
Laboratory Technician	16.13
Mathematical Technician	20.53
Paralegal/Legal Assistant I	14.31
Paralegal/Legal Assistant II	17.66
Paralegal/Legal Assistant III	19.49
Paralegal/Legal Assistant IV	26.11
Photooptics Technician	20.53
Technical Writer	22.52
Unexploded (UXO) Safety Escort	18.45
Unexploded (UXO) Sweep Personnel	18.45
Unexploded Ordnance (UXO) Technician I	18.45
Unexploded Ordnance (UXO) Technician II	22.32
Unexploded Ordnance (UXO) Technician III	26.76
Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
Weather Observer, Senior (3)	20.48
Weather Observer, Upper Air (3)	18.32
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.95
Parking and Lot Attendant	9.33
Shuttle Bus Driver	11.29
Taxi Driver	8.98
Truckdriver, Heavy Truck	17.54
Truckdriver, Light Truck	10.26
Truckdriver, Medium Truck	17.28
Truckdriver, Tractor-Trailer	17.54

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work

which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30

days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&